

JAMES PUZEY (NV SBN 05745)
jpuzey@nvlawfirm.com

KEARNEY PUZEY DAMONTE
 800 South Meadows Parkway, Suite 800
 Reno, Nevada 89521
 Telephone: (775) 851-8700

SHERRIE M. FLYNN (*Pro Hac Vice*)

sflynn@ch-law.com

ROBERT K. ASHLEY (*Pro Hac Vice Forthcoming*)

rashley@ch-law.com

COLEMAN & HOROWITT, LLP

Attorneys at Law

499 W. Shaw Avenue, Suite 116

Fresno, California 93704

Telephone: (559) 248-4820

Facsimile: (559) 248-4830

Attorneys for Plaintiffs and Counter-Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA – RENO DIVISION

UTHERVERSE, INC., a Nevada corporation,
 BRIAN SHUSTER, an individual,

Plaintiffs,

v.

BRIAN QUINN, an individual; JOSHUA
 DENNE, and individual; BLOCKCHAIN
 FUNDING, INC. a Delaware corporation;
 BLOCKCHAIN ALLIANCE LLC, a
 Wyoming Limited Liability Company;
 MASTERNODE PARTNERS, LLC, a
 Wyoming Limited Liability Company;
 LYNNE MARTIN, an individual; NIYA
 HOLDINGS, LLC, a Nevada limited liability
 company; NIMA MOMAYEZ, an individual;
 and JEREMY ROMA, an individual,

Defendants.

AND RELATED COUNTERCOMPLAINT.

Case No. 3:25-cv-00020-MMD-CSD

**STIPULATION AND ORDER TO
 EXTEND DEADLINE FOR PLAINTIFFS
 UTHERVERSE INC. AND BRIAN
 SHUSTER TO RESPOND TO
 COUNTERCOMPLAINT**

(FIRST REQUEST)

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1 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs and Counter-
2 Defendants Utherville, Inc. and Brian Shuster (collectively, “Plaintiffs”) through their counsel of
3 record, Kearney Puzey Damonte Ltd. and Coleman & Horowitz, LLP, and Defendants and
4 Counterclaimants Brian Quinn, Joshua Denne, Blockchain Funding, Inc., Blockchain Alliance LLC,
5 Masternode Partners, LLC, Niya Holdings, LLC, and Nima Momayez (“Defendants”), through their
6 counsel of record, Brownstein Hyatt Farber Schreck, LLP, as follows:

7 1. On January 10, 2025, Plaintiffs filed their Complaint for Violation of The Racketeer
8 Influenced And Corrupt Organizations Act (18 U.S.C. §§ 1961 et seq.); Fraud In The Inducement;
9 Intentional Misrepresentation (Fraud); Conversion; Breach of Fiduciary Duty; Aiding and Abetting
10 Breach of Fiduciary Duty; and Tortious Interference With Contract (the “Complaint”). ECF 1.

11 2. On February 28, 2025, Defendants filed their Answer and Countercomplaint for
12 Fraud and Deceit, Civil Claim Under Penal Code Section 496(c), Breach of Fiduciary Duty, and
13 Defamation Per Se (the “Countercomplaint”). ECF 30.

14 3. By virtue of their appearances, Plaintiffs were served with the Countercomplaint on
15 February 28, 2025. Accordingly, the original deadline to respond to the Countercomplaint by
16 Plaintiffs was March 21, 2024.

17 4. On March 13, 2025, counsel for Plaintiffs and counsel for Defendants spoke by
18 telephone and agreed to extend the time for Plaintiffs to respond to the Countercomplaint to April 4,
19 2025.

20 5. On March 20, 2025, counsel for the respective parties again spoke by telephone and
21 discussed, among other items, that the Countercomplaint had not yet been served on additional
22 counter-defendants added as parties by way of the Countercomplaint (*i.e.*, counter-defendants
23 Utherville Digital, Inc., Peter Gantner, Nexus Venture LLC, Ari Good, and Gary Shuster;
24 collectively “Additional Counter-Defendants”). Counsel also discussed a universal response
25 deadline in light of the anticipated varying service dates for Plaintiffs and the Additional Counter-
26 Defendants.

27 6. Also on March 20, 2025, Plaintiffs’ counsel agreed to accept service for the
28 Additional Counter-Defendants. However, as of the filing of this Stipulation, Additional Counter-

Defendants have not been served.

7. On March 27, 2025, counsel for the respective parties again spoke by telephone and discussed, among other items, that Defendants would be serving an amended countercomplaint.

8. Plaintiffs' counsel and Defendants' counsel further agreed that subject to paragraph 7 above, Plaintiffs' deadline to respond to the Countercomplaint served on February 28, 2025, would be extended to April 15, 2025.

9. There is a strong public policy in the Ninth Circuit of deciding cases on the merits, rather than technicalities. *See U.S. v. Signed Personal Check No. 730 of Yubran S. Mesle*, 615 F.3d 1085, 1091 (9th Cir. 2010).

10. Pursuant to LR IA 6-1(a), the Parties wish to extend the deadline for Plaintiffs to respond to the Countercomplaint.

11. No discovery deadlines or dates for trial have been set.

12. Accordingly, the Plaintiffs and Defendants stipulate and agree that Plaintiffs shall have up to and including April 15, 2025, within which to file their response to the Countercomplaint served on February 28, 2025. If, in the interim, Defendants serve an amended countercomplaint, the response to the amended countercomplaint will be due as prescribed by the Federal Rules of Civil Procedure.

13. This stipulation is brought in good faith and not for purposes of delay.

14. This is the first request for an extension of time for Plaintiffs to respond to the Countercomplaint.

IT IS SO STIPULATED.

DATED: March 28, 2025

COLEMAN & HOROWITT, LLP

By: /s/Sherrie M. Flynn

Sherrie M. Flynn, Esq.
Robert K. Ashley, Esq.
499 West Shaw Avenue, Suite 116
Fresno, California 93704
Telephone: (559) 248- 4820
Email: sflynn@ch-law.com

James W. Puzey, Esq
800 South Meadows Parkway, Suite 800
Reno, Nevada 89521
Telephone: (775) 851- 8700
Email: jpuzey@nvlawfirm.com

Attorneys for Plaintiffs Utherville, Inc. and Brian
Shuster and Counter-Defendants Utherville, Inc.,
Brian Shuster, Utherville Digital Inc., Peter
Gantner, Nexus Venture LLC, Ari Good and Gary
Shuster

DATED: March 28, 2025

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: /s/Maximilien D. Fetaz
Maximilien D. Fetaz, Esq
Zachary R. Meyer, Esq
Attorneys for Counterclaimants
Brian Quinn, Joshua Denne, Blockchain Funding,
Inc., Blockchain Alliance LLC, Masternode
Partners, LLC, Niya Holdings, LLC, and Nima
Momayez.

IT IS SO ORDERED.


UNITED STATES MAGISTRATE JUDGE

DATED: March 31, 2025